

Panaji, 8th December, 2016 (Agrahayana 17, 1938)

SERIES II No. 36

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 35 dated 01-12-2016 namely, Extraordinary dated 01-12-2016 from pages 631 to 632 regarding Notification from Department of Elections.*

### GOVERNMENT OF GOA

#### Department of Agriculture

Directorate of Agriculture

#### Order

No. 8/86/2016-17/D.Agr.(Vol.I)/263

On recommendation of the Departmental Promotion Committee conveyed by Goa Public Service Commission vide their letter No. COM/II/11/2(2)/2016/381 dated 10-11-2016, Government is pleased to promote Smt. Siddhi Prabhu Goankar, Agriculture Assistant, Group 'C' to the post of Assistant Agriculture Officer, Group 'B', Gazetted, in the Directorate of Agriculture on regular basis in the pay band of PB—II Rs. 9,300-34,800+Rs 4,200/- Grade Pay with immediate effect.

On promotion Smt. Siddhi Prabhu Gaonkar shall be posted at Government Agriculture Farm, Kalay against the vacant post under Budget Head 2401—00—001—03(NP)—01 last held by Shri Agresh Shirodkar, Assistant Agriculture Officer.

She shall be on probation for a period of two years from the date of her joining.

Smt. Siddhi Prabhu Goankar shall exercise her option within one month from the date of promotion to fix her pay in terms of F. R. 22(I) (a) (1).

By order and in the name of the Governor of Goa.

*U. B. Pai Kakode*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 28th November, 2016.

#### Order

No. 2/14/95/Agri (Part)/Vol.II/265

Government is pleased to order transfer of Kum. Sonia Mote, Assistant Agriculture Officer, presently working at Zonal Agricultural Office, Pernem to Farmers Training Centre, Ela Old Goa against the vacant post last held by Shri Vishwanath Gawas, Assistant Agriculture Officer under Budget Head 2401-00-109-05(NP)-01 with immediate effect.

Kum. Sonia Mote will not be entitled for joining period and TA/DA as the transfer is made at her own request.

By order and in the name of the Governor of Goa.

*U. B. Pai Kakode*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 30th November, 2016.

### Department of Fisheries

Directorate of Fisheries

#### Order

No. DF/ADMN/RIA/2006/Vol.III/2015/4664

In pursuance to clause 5 of the Right to Information Act, 2005 (hereinafter referred to as "the said Act"), the following officer/official are hereby appointed as Public Information Officer and Assistant Public Information Officer for the Directorate of Fisheries, to deal with the applications received from the public under the said Act.

Sr. No.	Designation of the officer/official	Designated as	Jurisdiction
1	2	3	4
1.	Shri Chandrakant D. Velip, Dy. Director of Fisheries	Public Information Officer	State of Goa.

1	2	3	4
2.	Kum. Marcia Fernandes, Assistant Junior Stenographer	Assistant Public Information Officer	State of Goa.

The Assistant Public Information shall on receipt of the applications for information or appeal under the RTI Act forwarded the same forthwith to the Public Information Officer, as required under sub-section (1) of Section 7.

The Public Information Officer shall on receipt of a request under Section 6 as expeditiously as possible, and in any case within thirty days of the request, either provide the information on payment of such fees as may be prescribed or reject the request for any of the reasons specified in Sections 8 & 9.

The above designated Officer/Official shall exercise and perform the powers/functions laid down under the RTI Act, 2005 with immediate effect.

The Director of Fisheries will be the First Appellate Authority under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer of the Department.

This supersedes earlier office order No. DF/ADMN/RIA/2006/Vol.I/201 dated 08-04-2013.

Dr. Smt. *Shamila Monteiro*, Director (Fisheries).  
Panaji, 29th November, 2016.



## Department of General Administration

### Notification

No. 25/4/95-GA&C/3846

On account of sad demise of Selvi J. Jayalalithaa, Former Chief Minister of Tamil Nadu on 05-12-2016, as a mark of respect to the departed dignitary the Government of Goa declares State Mourning on 06-12-2016 and the National Flag will fly Half Mast on 06-12-2016 in the buildings where it is regularly flown in the State Capital.

By order and in the name of the Governor of Goa.

*Varsha S. Naik*, Under Secretary (GA-II).  
Porvorim, 6th December, 2016.

## Department of Information & Publicity

### Notification

No. DI/INF/PAC/2016-17/3/4136

In pursuance of Rule 9(b) of the Goa Media Representatives Accreditation Rules, the Government of Goa is pleased to constitute the Press Accreditation Committee consisting of the following members:

1. Raju Nayak	Member.
2. Sriram Pachindre	Member.
3. Waman Prabhu	Member.
4. Sadguru Patil	Member.
5. Sandeep Desai	Member.
6. Kailas Naik	Member.
7. Gary Azavedo	Member.
8. Ganesh Shetkar	Member.
9. Kenzil Rodrigues	Member.
10. Alfred Fernandes	Member.
11. Shri Sudhakar R. Naik	Member.
12. Director, Information & Publicity	Member Secretary.

The members of the Committee shall elect a Chairman from among themselves by simple majority.

The term of the Committee shall be for a period of two years, commencing from the date of 1st meeting.

By order and in the name of the Governor of Goa.

*Jayant Tari*, Director (Information & Publicity).  
Panaji, 30th November, 2016.



## Department of Labour

### Notification

No. 28/1/2016-LAB/Part-II/824

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 23-09-2016 in reference No. IT/22/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).  
Porvorim, 22nd November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/22/10

Workmen,  
Rep. by the General Secretary,  
Gomantak Mazdoor Sangh,  
G-5, Macedo Apartment, Tisk,  
Ponda, Goa ... Workmen/Party I

V/s

M/s. Kundil Alloys Pvt. Ltd.,  
A-1, Industrial Estate,  
Kundaim, Goa ... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.  
Employer/Party II represented by Ld. Adv. Shri P.  
Agrawal.

AWARD

(Delivered on this the 23rd day of the month of  
September of the year 2016)

By Order dated 21-06-2010, bearing No. 28/18/  
/2010-LAB, the Government of Goa in exercise of  
powers conferred by Section 10 (1)(d) of the  
Industrial Disputes Act, 1947 (for short The Act),  
has referred the following dispute to this Tribunal  
for adjudication.

“(1) Whether the action of the management of  
M/s. Kundil Alloys Pvt. Ltd., Kundaim, Goa  
in dismissing the following workmen  
with effect from 25-09-2009, is legal and  
justified?

- |                       |                       |
|-----------------------|-----------------------|
| (1) Nirmala Naik      | - Assistant Cook      |
| (2) Harshal Usgaonkar | - Driver              |
| (3) Subhash S. Naik   | - Driver              |
| (4) Rohidas G. Gaude  | - House Keeping       |
| (5) Suresh N. Parwar  | - Peon                |
| (6) Damodar Naik      | - Pollution Assistant |
| (7) Pramod Gaude      | - Driver              |

(2) If not, what relief the workmen are entitled  
to?”

2. Upon receipt of the reference, it was registered  
as IT/22/10 and registered A/D notices were issued  
to both the parties. Pursuant to service of notices,  
Party I filed the claim statement at Exhibit 4 and  
Party II filed the written statement at Exhibit 5.

3. In short, the case of the Party I is that the  
workers were forced to work in 12 hours shifts and  
were not paid overtime wages. The provisions of

labour laws were not implemented and the  
employer engaged in unfair labour practice. The  
Party I in order to secure justice decided to join the  
Union and raised certain demands vide Charter of  
Demands. The act of formation of Union was not  
favoured by the Party II and started harassing the  
workmen by fabricating false cases. All the above  
seven workmen were issued charge sheets for  
alleged acts of misconduct and thereafter issued  
suspension orders. The workmen through their  
Union requested the Assistant Labour  
Commissioner, Ponda to intervene in the matter of  
dismissal. The matter was admitted in conciliation  
and ended in failure. The dismissal of all the  
workmen is illegal, improper and unjustified. Hence,  
the dispute.

4. In the written statement at Exhibit 5, the  
Party II has stated that the dispute is not an  
Industrial Dispute and the Union has no locus  
standi to raise the dispute. The Party II conducted  
enquiry in fair and proper manner after complying  
with the provisions of the Act. The reference is  
bad-in-law and deserves to be rejected.

5. The Party I filed a rejoinder denying the case  
put forth by Party II in the written statement.

6. Issues framed are at Exhibit 7.

7. In the course of further proceedings, the  
parties filed an application at Exb. 40 stating that  
they have signed a settlement on 29-08-2016  
settling the pending dispute between Party I and  
Party II and filed the terms of settlement U/s 2(p)  
read with Sec. 18 (1) of the Industrial Disputes Act,  
along with Annexure 'A' at Exb. 41. They have also  
stated that the services of workmen namely,  
Nirmala Naik, Harshal Usgaonkar, Subhash S. Naik,  
Rohidas G. Gaude, Suresh N. Parwar, Damodar Naik  
& Pramod Gaude were terminated w.e.f. 15-09-2009  
by the management of M/s. Kundil Alloys Pvt. Ltd.  
and in the course of bilateral talks held in the  
beginning of the current calendar year, parties took  
the note that the manufacturing activities at the  
Kundaim factory where these workmen were  
employed had come to a standstill w.e.f. 31-12-2015  
and the present situation is that the factory has  
been factually closed and that all other workmen  
and the staff have been relieved and because of  
financial losses (accumulated) bank loans, etc. the  
unit has been finally wound up resulting in factual  
closure and therefore both parties have arrived at  
an amicable settlement thereby treating all the  
disputes pertaining the above workmen as  
conclusively settled.

8. The terms of settlement are as follows:

- 1) It is agreed between the parties to this settlement that the workmen numbering Seven referred to in the Short Recital and whose names are also repeated in the Annexure 'A' to this settlement stand properly relieved from the services w.e.f. 31-12-2015 thereby severing the employer-employee relationship with effect from this such date.
- 2) In view of clause (1) above, it is agreed that each of the concerned workman shall be paid compensation and gratuity, as per law, as if retrenched and also an amount as ex-gratia towards claim/demand for back period wages as shown in the annexure "A", towards full and final settlement of all his/their claims.
- 3) It is agreed that the amount of deposited by the employer in compliance with the order of Hon'ble High Court with the Government/Court shall, along with the interest accrued thereon, be adjusted against the total amount payable to the workmen, as shown in the annexure. Pending release of this amount by the appropriate authority and its calculations for distribution to be submitted by the Union and for the sake of convenience, the employer shall pay by DD drawn in favour of each of the workman the amount shown under the column titled "Compensation and Gratuity" as the first instalment on the date and time of signing of this settlement either directly to the workmen present on through the Union.
- 4) Within 30 days, after compliance with the terms contained in Para 2 of clause 3, the balance amount shall be paid to each workman by postdated cheque which shall be given by the employer upon the union submitting the chart of distribution of the amount which was deposited as per court order after it is released, as the amount to be shown in the cheque depends upon such distribution.
- 5) Parties agree to the condition that the total amount payable to each of the workman shall be paid in two instalments. Whereas the first instalment of legal due towards compensation and gratuity as shown under the relevant column of annexure shall be paid by D.D. in the name of each concerned worker at the time of signing of this settlement, the second instalment shall be

paid within 30 days or after obtaining the consent award whichever is later for which purpose the employer shall issue in advance cheque of 2nd instalment to each workman as per the chart of distribution referred to in clause (4) above after complying with the terms of clause (7) below of this settlement. The date of the award shall be treated as the date of the cheque for the purpose of its encashment.

- 6) It is agreed by and between parties that the employer shall sign the provident fund withdrawal forms of the workmen within 15 days of date of this settlement.
- 7) It is agreed between the parties that the amount @ 5% from the amount payable to the each workman shall be deducted and remitted to the Gomantak Mazdoor Sangh, towards the service rendered to the workers.
- 8) Each of the individual workman as is represented by this union and is a party to the adjudication proceeding & receiving the DD of 1st instalment shall be considered as a party bound by this settlement & become eligible for 2nd instalment. It is further agreed that the dispute of each of such workman stands conclusively settled and the workman shall have no claim of whatsoever nature against his employer.

9. The above consent terms are signed by Shri Chiranjib Baruah, Director of Party II and Shri Vaman Satarkar, Subhash S. Naik, so also Shri P. Gaonkar, representing the Workmen. I have gone through the records of the case and the above consent terms and I am convinced that the consent terms filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

10. In view of above, I pass the following:

#### ORDER

- 1) The reference stands disposed of in view of the consent terms filed by the parties, at Exhibit 41.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court



**Notification**

No. 28/1/2016-LAB/Part-II/840

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 23-09-2016 in reference No. IT/02/11 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 22nd November, 2016.

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IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/02/11

Workmen,  
Rep. by the General Secretary,  
Gomantak Mazdoor Sangh,  
G-5, Macedo Apartment,  
Tisk, Ponda, Goa ... Workmen/Party I  
V/s

M/s. Kundil Rolling Mills Pvt. Ltd.,  
Kundaim Industrial Estate,  
Kundaim, Goa ... Employer/Party II

Workmen/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Ld. Adv. Shri P. Agrawal.

**AWARD**

(Delivered on this the 23rd day of the month of September of the year 2016)

By order dated 06-01-2011, bearing No. 28/17/2008-LAB/06, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication:

"(1) Whether the following demands raised by the Gomantak Mazdoor Sangh vide it's letter dated 10-02-2008 before the management of M/s. Kundil Rolling Mills Private Limited, Kundaim, Goa, on behalf of the workers as are represented by them, are legal and justified?

**Demand No. 1: Pay scales:**

Grades	Scales
A	2150-80-2550-90-3000-100-3500-110-4050-120-4650-125-5275-130-5925
B	2050-75-2425-85-2850-95-3325-105-3850-115-4425-120-5025-125-5650
C	1850-65-2175-75-2550-85-2975-95-3450-100-3950-105-4475-110-5025
D	1750-60-2050-70-2400-80-2800-90-3250-95-3725-100-4225-105-4750

**Demand No. 2: Flat Rise:**

It is demanded that all the workmen shall be given the flat rise at the rate of Rs. 1,000/-. This amount shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

**Demand No. 3: Seniority Increments:**

It is demanded that the workmen should be given seniority increments as mentioned below:

Service upto 5 years : one increment.  
Service above 5 years : two increments.

**Demand No. 4: Variable Dearness Allowance:**

Considering the high inflation and Goa being the tourist State, it is demanded that the Variable Dearness Allowance shall be paid at the rate of Rs. 2/- per point rise beyond 2000 AICPI points (1960=100). The computation of Variable Dearness Allowance shall be made quarterly based on the average rise of the preceding quarter.

**Demand No. 5: House Rent Allowance:**

It is demanded that House Rent Allowance should be paid to the workmen at the revised rate of 25% of basic and other allowances as the cost of accommodation is very high in Goa due to Tourist State.

**Demand No. 6: Education Allowance:**

It is demanded that the Education Allowance shall be paid at the revised rate of Rs. 500/- per workman per month.

**Demand No. 7: Conveyance Allowance:**

It is demanded that all workmen shall be paid Conveyance Allowance at the rate of Rs. 500/- per month.

**Demand No. 8: Paid Holidays:**

It is demanded that all the workmen shall be granted paid holidays at the rate of 12 days per year. It is further demanded that the festival

holidays that fall on Sundays shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

**Demand No. 9: Leave:**

It is demanded that all the workers should be given leave on following basis:

- (A) **Earned Leave:** It is demanded that all the workmen should be given Earned Leave at the rate of 30 days per year, with accumulation upto 90 days, and such leave shall be allowed 10 times in a year.
- (B) **Casual Leave:** It is demanded that all the workmen should be given Casual Leave at the rate of 12 days per year with encashment facility.
- (C) **Sick Leave:** It is demanded that all the workmen should be given Sick Leave at the rate of 12 days per year with accumulation upto 45 days.

**Demand No. 10: Leave Travel Assistance:**

It is demanded that Leave Travel Assistance should be paid at the revised rate of Rs. 3,000/- per annum with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

**Demand No. 11: Festival Advance:**

It is demanded that all the workmen shall be granted Festival Advance once in a year at the time of festival of Rs. 3,000/- each, to meet the additional expenses for such festival which shall be recovered in 10 equal installments.

**Demand No. 12: Bonus/Ex-gratia:**

It is demanded that all the workers shall be paid Bonus/Ex-gratia at the rate of 30% of gross wages every year before Diwali.

**Demand No. 13: Shift Allowance:**

It is demanded that those workmen who work in the shifts shall be paid Shift Allowance as under:

Second shift	: Rs. 25/- per shift
Third shift	: Rs. 35/- per shift

**Demand No. 14: Supply of uniform:**

It is demanded that all the workmen shall be provided with two sets of uniform in the month of January every year.

**Demand No. 15: Washing Allowance:**

It is demanded that all the workmen shall be paid Washing Allowance at the rate of Rs. 200/- per month.

(2) If the answer to issue No. (1) above is in affirmative, then, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/02/11 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed the claim statement at Exhibit 4 and Party II filed the written statement at Exhibit 5.

3. In short, the case of the Party I is that the Party II was against the formation of Trade Union functioning in its establishment as they want to implement unfair labour practices and exploit the workers. The Party I joined Gomantak Mazdoor Sangh and submitted a Charter of Demands to Party II. However, the Party II completely neglected the efforts of the Union to promote better service conditions. The matter was admitted before the Assistant Labour Commissioner, Ponda. However, it recorded a failure report and forwarded it to the Government resulting in the present reference.

4. In the written statement at Exhibit 5, the Party II has stated that the Union represents a miniscule minority of the workmen and is not competent to raise a dispute. The Party II does not have financial capacity to bear the burden of Charter of Demands. No case has been made out by Party I for granting any relief.

5. The Party I filed a rejoinder denying the case put forth by Party II in the written statement.

6. Issues framed are at Exhibit 8.

7. In the course of further proceedings, the parties filed an application at Exb. 20 stating that they have signed settlements on 29-08-2016 in Reference No. IT/04/09 and IT/21/10 settling the pending dispute between Party I and Party II and placed on record the terms of settlement by which they have arrived at an amicable settlement thereby treating all the disputes pertaining to them as conclusively settled.

9. The consent terms in Reference No. IT/04/09 and IT/21/10 are signed by Shri Chiranjib Baruah, Director of Party II and Shri Vaman Satarkar, Subhash S. Naik, so also Shri P. Gaonkar, representing the Workmen thereby settling the dispute pertaining to the Charter of Demands raised by the workmen. I have gone through the records of the case and the consent terms filed in the above cases and I am convinced that the Settlements dated 29-08-2016 filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

10. In view of above, I pass the following:

**ORDER**

- 1) The reference stands disposed of in view of the application along with the terms of settlements filed by the parties in Reference No. IT/04/09 and IT/21/10, at Exhibit 20 colly.

- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer  
Industrial Tribunal and  
Labour Court

#### Notification

No. 28/1/2016-LAB/Part-II/841

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 23-09-2016 in reference No. IT/03/09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor  
of Goa.

*Georgina Saldanha*, Under Secretary (Labour).  
Porvorim, 22nd November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/03/09

Shri Govind Fadte & 2 Others,  
Rep. by the General Secretary,  
Gomantak Mazdoor Sangh,  
G-5, Macedo Apartment,  
Tisk, Ponda, Goa ... Workmen/Party I  
V/s

M/s. Kundil Alloys Pvt. Ltd.,  
Kundaim Industrial Estate,  
Kundaim, Goa ... Employer/Party II  
Workmen/Party I represented by Shri P. Gaonkar.  
Employer/Party II represented by Ld. Adv. Shri P.  
Agrawal.

#### AWARD

(Delivered on this the 23rd day of the month of  
September of the year 2016)

By Order dated 17-12-2008, bearing No. 28/16/  
/2008-LAB-I/1746, the Government of Goa in  
exercise of powers conferred by Section 10 (1)(d) of  
the Industrial Disputes Act, 1947 (for short The  
Act), has referred the following dispute to this  
Tribunal for adjudication.

“(1) Whether the action of the management of  
M/s. Kundil Alloys Private Limited,  
Kundaim, Goa in terminating the services  
of the following workmen with effect from  
11-08-2008, is legal and justified?

- (1) Govind Fadte, Driver
- (2) Vinod Naik, Supervisor
- (3) Yogesh Gawas, Gas Cutter.
- (2) If not, what relief the workmen are entitled  
to?”

2. Upon receipt of the reference, it was registered  
as IT/03/09 and registered A/D notices were issued  
to both the parties. Pursuant to service of notices,  
Party I filed a claim statement at Exhibit 5 and  
Party II filed a written statement at Exhibit 6.

3. In short, the case of the Party I is that the  
workers were working with Party II for last several  
years, however they were not given annual  
increases and in order to secure justice, all the  
workers joined the Union viz. Gomantak Mazdoor  
Sangh and has submitted Charter of Demands to  
the management, however the management  
started harassing the workers and issued  
suspension orders to all the above workers on  
8-4-2008. The Party II has not followed the principle  
of natural justice before the dismissal of workmen  
hence the dismissal is illegal, unjustified and bad  
in law. The Party II has violated Section 33 of the  
Industrial Disputes Act, and therefore any  
termination without approval of the Hon'ble  
Tribunal where Charter of Demands is pending is  
illegal, hence the dispute.

4. In the written statement at Exhibit 6, the  
Party II has stated that the dispute is not an  
Industrial Dispute and the Union has no locus  
standi to raise the dispute. The Union does not  
represent a substantial number of workmen, so also  
the dispute does not affect the larger group of  
workmen, and therefore the reference is bad in law  
and deserves to be rejected.

5. The Party I filed a rejoinder denying the case  
put forth by Party II in the written statement.

6. Issues framed are at Exhibit 16.

7. In the course of further proceedings, the  
parties filed an application at Exb. 52 stating that  
they have signed a settlement on 29-08-2016  
settling the pending dispute between Party I and  
Party II and filed the terms of settlement u/s 2(p)  
read with Sec. 18 (1) of the Industrial Disputes Act,  
along with Annexure 'A' at Exb. 53. They have also  
stated that the services of workmen namely,  
Shri Govind Fadte, Vinod Naik, Yogesh Gawas were  
terminated w.e.f. 11-08-2008 by the management of

M/s. Kundil Alloys Pvt. Ltd. and in the course of bilateral talks held in the beginning of the current calendar year, parties took the note that the manufacturing activities at the Kundaim factory where these workmen were employed had come to a standstill w.e.f. 31-12-2015 and the present situation is that the factory has been factually closed and that all other workmen and the staff have been relieved and because of financial losses (accumulated) bank loans, etc. the unit has been finally wound up resulting in factual closure and therefore both parties have arrived at an amicable settlement thereby treating all the disputes pertaining the above workmen as conclusively settled.

8. The terms of settlement are as follows:

- 1) It is agreed between the parties to this settlement that the workmen numbering Three referred to in the Short Recital and whose names are also repeated in the Annexure 'A' to this settlement stand properly relieved from the services w.e.f. 31-12-2015 thereby severing the employer-employee relationship with effect from this such date.
- 2) In view of clause (1) above, it is agreed that the each of the concerned workman shall be paid compensation and gratuity, as per law, as if retrenched and also an amount as ex-gratia towards claim/demand for back period wages as shown in the Annexure "A", towards full and final settlement of all his/their claims.
- 3) It is agreed that the amount of deposited by the employer in compliance with the order of Hon'ble High Court with the Government/Court shall, along with the interest accrued thereon, be adjusted against the total amount payable to the workmen, as shown in the annexure.

Pending release of this amount by the appropriate authority and its calculations for distribution to be submitted by the Union and for the sake of convenience, the employer shall pay by DD drawn in favour of each of the workman the amount shown under the column titled "Compensation and gratuity" as the first instalment on the date and time of signing of this settlement either directly to the workmen present on through the Union.

- 4) Within 30 days, after compliance with the terms contained in Para 2 of clause 3, the balance amount shall be paid to each

workman by post dated cheque which shall be given by the employer upon the union submitting the chart of distribution of the amount which was deposited as per court order after it is released, as the amount to be shown in the cheque depends upon such distribution.

- 5) Parties agree to the condition that the total amount payable to each of the workman shall be paid in two instalments. Whereas the first instalment of legal due towards compensation and gratuity as shown under the relevant column of annexure shall be paid by D.D. in the name of each concerned worker at the time of signing of this settlement, the second instalment shall be paid within 30 days or after obtaining the consent award whichever is later for which purpose the employer shall issue in advance cheque of 2nd instalment to each workman as per the chart of distribution referred to in clause (4) above after complying with the terms of clause (7) below of this settlement. The date of the award shall be treated as the date of the cheque for the purpose of its encashment.
- 6) It is agreed by and between parties that the employer shall sign the provident fund withdrawal forms of the workmen within 15 days of date of this settlement.
- 7) It is agreed between the parties that the amount @ 5% from the amount payable to each workman shall be deducted and remitted to the Gomantak Mazdoor Sangh, towards the service rendered to the workers.
- 8) Each of the individual workman as is represented by this union and is a party to the adjudication proceeding & receiving the DD of 1st instalment shall be considered as a party bound by this settlement & become eligible for 2nd instalment.

It is further agreed that the dispute of each of such workman stands conclusively settled and the workman shall have no claim of whatsoever nature against his employer.

9. The above consent terms are signed by Shri Chiranjib Baruah, Director of Party II and Shri Vaman Satarkar, Subhash S. Naik, so also Shri P. Gaonkar, representing the Workmen. I have gone through the records of the case and the above consent terms and I am convinced that the consent terms filed by the parties are just and fair and are



in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

10. In view of above, I pass the following:

#### ORDER

- 1) The reference stands disposed of in view of the consent terms filed by the parties, at Exhibit 53.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court

#### Notification

No. 28/1/2016-LAB/Part-II/835

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 20-09-2016 in reference No. IT/6/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).  
Porvorim, 22nd November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Ref. No. IT/6/12

Workmen,  
Rep. by the President,  
Goa Trade & Commercial  
Workers' Union,  
Velho's Building, 2nd Floor,  
Panaji, Goa, 403 001 ... Workmen/Party I  
V/s

M/s. Funskool (India) Limited,  
Corlim Industrial Estate,  
Corlim, Ilhas, Goa. ... Employer/Party II  
Workmen/Party I represented by Ld. Adv.  
Shri Suhaas Naik.  
Employer/Party II represented by Ld. Adv. Shri G.  
K. Sardessai.

#### AWARD

(Delivered on this the 20th day of the month of  
September of the year 2016)

By Order dated 25-11-2011, bearing No. 28/40/  
/2011-LAB/492, the Government of Goa in exercise  
of powers conferred by Section 10 (1)(d) of the  
Industrial Disputes Act, 1947 (for short The Act),  
has referred the following dispute to this Tribunal  
for adjudication.

"(1) Whether the action of the management of  
M/s. Funskool (India) Limited, Corlim  
Industrial Estate, Corlim, Goa, in refusing  
to concede the following demands of the  
workmen, represented by the Goa Trade  
and Commercial Workers Union, raised  
vide it's letter dated 31-03-2011, is legal  
and justified?

#### CHARTER OF DEMANDS

*Demand No. 1: Flat-rise in basic-salary:*

It is demanded that each workman shall be paid  
a sum of Rs. 1,500/- as a Flat-Rise in the basic  
salary as on 31-12-2010. It is further demanded that  
the total basic salary as on 31-12-2010 plus the  
Flat-Rise of Rs. 1,500/- per month shall be placed in  
the pay-scales given below and fitted in the  
appropriate stage with effect from 01-01-2011.

Grade	Category	Pay-scales
IV	Senior Technician, Senior Electrician, Senior Setup Man-Moulding, Senior Set-up Man-SNS, Senior Fitter and equivalent designations	590-130-3240-165-4065-205-5090-255-6365-320-7965
III	Technician Setup Man-Moulding, Setup MAN-SNS, Fitter, Electrician and equivalent designation, Junior Technician-cum-Operator-cum-Assembler and equivalent designations	2526-122-3136-152-3896-188-4836-234-6006-292-7466
II	Operator-cum-Assembler-cum-Packer and equivalent designation, Assistant Operator-cum-Assembler-cum-Packer and equivalent designations	2082-96-2562-120-3162-148-3902-182-4812-226-5942
I	Junior Assembler-cum-Operator-cum-Packer and equivalent designations Attendant and equivalent designations	1723-78-2113-95-2588-116-3168-142-3878-175-4753

**Demand No. 2: Fixed Dearness Allowance (FDA):**

It is demanded that, with effect from 01-01-2011, each workman shall be paid an amount of Rs. 2,500/- per month towards Fixed Dearness Allowance (FDA).

**Demand No. 3: Variable Dearness Allowance (VDA):**

It is demanded that, with effect from 01-01-2011, each workman shall be Variable Dearness Allowance at the rate of Rs. 2.50 per point over and above base 3500 points AAICPI (1960-100). The Variable Dearness Allowance (VDA) shall be revised after every three months.

**Demand No. 4: House Rent Allowance (HRA):**

It is demanded that, with effect from 01-01-2011, each workman shall be House Rent Allowance (HRA) at the rate of 40% on the basic salary plus the Fixed Dearness Allowance (FDA) per month and minimum House Rent Allowance payable shall not be less than Rs. 2,000/- per month.

**Demand No. 5: Special Increments:**

It is demanded that, with effect from 01-01-2011, each workman shall be eligible to the following special increments on the basis of their seniority:

- i) Those workmen, who have completed services above 1 year and upto 5 years as on 31-12-2010, shall be paid one extra special increment.
- ii) Those workmen, who have completed services above 5 years and upto 10 years as on 31-12-2010, shall be paid two extra special increments.
- iii) Those workmen, who have completed services above 10 years and upto 15 years as on 31-12-2010, shall be paid three extra special increments.
- iv) Those workmen, who have completed services above 15 years and upto 20 years as on 31-12-2010, shall be paid four extra special increments, and
- v) Those workmen, who have completed services of 20 years and above as on 31-12-2010, shall be paid five extra special increments.

**Demand No. 6: Conveyance Allowance:**

It is demanded that, with effect from 01-01-2011, each workman shall be paid an additional amount of Rs. 900/- per month over and above the existing Conveyance Allowance.

**Demand No. 7: Education Allowance:**

It is demanded that, with effect from 01-01-2011, each workman shall be paid an amount of Rs. 1,000/- per month towards Education Allowance.

**Demand No. 8: Medical Allowance:**

It is demanded that, each workman shall be paid an additional amount of Rs. 900/- per over and above the existing Medical Allowance.

**Demand No. 9: Uniforms & Washing Allowance:**

It is demanded that, each workman shall be issued two sets of Uniforms every year and that with effect from 01-01-2011 each workman shall be paid a sum of Rs. 750/- per month towards Washing Allowance.

**Demand No. 10: Shift Allowance:**

It is demanded that, with effect from 01-01-2011, each workman shall be paid a Shift Allowance on the following basis:-

2nd Shift Allowance – Rs. 45 per shift.

3rd shift Allowance – Rs. 60/- per shift.

**Demand No. 11: Leave Facilities and Holidays:**

It is demanded that, with effect from 01-01-2011, each workman shall be provided following Leave Facilities and Holidays.

- |                         |   |
|-------------------------|---|
| (A) (1) Privilege Leave | : 30 days per annum with a facility to accumulate upto 100 days and encashed. |
| (2) Casual Leave        | : 10 days per annum with a facility to accumulate upto 30 days.               |
| (3) Sick Leave          | : 10 days per annum with a facility to accumulate upto 30 days.               |
| (B) Holidays            | : 12 days per annum.  |

**Demand No. 12: Leave Travel Allowance (LTA):**

It is demanded that, with effect from 01-01-2011, each workman shall be paid Leave Travel Allowance on the following basis:

- |           |                        |
|-----------|------------------------|
| Grade IV  | - Rs. 6500/- per year. |
| Grade III | - Rs. 6000/- per year. |
| Grade II  | - Rs. 5500/- per year. |
| Grade I   | - Rs. 5000/- per year. |

**Demand No. 13: Lockers/Rest-rooms and eating room:**

It is demanded that, facilities of lockers, rest-rooms and eating-room provided to the workmen shall be revisited and suitably enhanced due to the increase in the number of workmen.

**Demand No. 14: Safety shoes & umbrellas/rain-coats:**

It is demanded that, two pairs of safety shoes, umbrellas and rain-coats shall be issued to all workmen every year without any discrimination.

**Demand No. 15: Tea & Snacks during night-shift and special facilities to those who work beyond normal shift time i.e. beyond 17.00 hours:**

It is demanded that, the management should supply special tea and snacks during the 2nd and 3rd shift working. Those who work beyond 17.00 hours should be served special snacks and tea, should they work beyond 19.00 hours the workers should be paid meal-allowance or provided free meals.

**Demand No. 16: Free Transport:**

It is demanded that, the workmen shall be provided with free transport facility to and fro in all shifts.

**Demand No. 17: Canteen facilities:**

It is demanded that, workmen shall be provided with canteen facility and shall be entitled for the canteen item at subsidized rate. The canteen menu shall be finalized in consultation with the Union Committee Members.

**Demand No. 18: Allowance:**

It is demanded that, each workman shall be made eligible for a revision in the following Allowances at the rate of 50%.

- (i) Rotation molding allowance
- (ii) Blow molding allowance
- (iii) Material mixing allowance
- (iv) Painting allowance

**Demand No. 19: Medical-facilities/Health and safety:**

- (i) It is demanded that, those workmen who meet with accidents "in the course of employment" ought to be paid full wages by the management though he/she is on duty. The workman should also be paid all the medical expenses until he/she fully recuperates/recovers. All the workmen shall also be provided proper safety equipment while working at the top floor.
- (ii) It is demanded that, those workmen who cross the threshold of ESIS coverage shall be paid a Medical Allowance at the rate of 4.75% of the gross salary per month and shall be eligible to 15 days paid sick leave.

- (iii) It demands that, every workman shall be insured under Group Personal Accident Insurance Scheme to the extent of Four(4) Lakhs.

**(iv) Ambulance**

It is demanded that, management shall provide fully equipped Ambulance and this Ambulance should be stationed at the factory premises to take care of contingencies/accidents that may occur in the factory.

**(v) Emergency Exit**

It is demanded that, the management shall maintain an impediment free emergency exit.

**Demand No. 20: Loan facility:**

It is demanded that, every workman shall be eligible to an interest free loan of Rs. 75,000/- (Rupees Seventy five thousand only) to be deducted and repaid in 75 equal installments.

**Demand No. 21: Half day facility:**

It is demanded that, the management should allow the worker to join their duties for first half/second half day.

**Demand No. 22: Appointment of staff:**

It is demanded that, the management should appoint regularly a minimum two confirmed workmen in the 2nd and 3rd shift to undertake maintenance work.

**Demand No. 23: Temporary Workers:**

It is demanded that, all the temporary workmen who have worked for one year or more than one year in the company shall be confirmed in the service of the company.

**Demand No. 24: Retirement benefits:**

It is demanded that, all the workmen retiring on superannuation shall be paid one month's salary for every year of service in addition to the gratuity payable.

**Demand No. 25: Interim relief:**

It is demanded that, pending discussions, negotiations or adjudication process on above demands, each of the workman shall be paid a sum of Rs. 4,000/- per month as an Interim Relief, to be adjusted from the final settlement/award.

- (2) If the answer to issue No. (1) above is in negative, then, to what relief the workmen are entitled?"

2. Upon receipt of the reference, it was registered as IT/6/12 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed the claim statement at Exhibit 4 and Party II filed the written statement at Exhibit 7.

3. In short, the case of the Party I is that the Party II is engaged in the business of manufacturing toys, play games which are widely used in India and foreign markets and has emerged as a market leader in manufacturing and supply of this business. All the workmen are employed since the inception of the factory and the wages and allowances were fixed at the time of last wage settlement in the year 2008. The workmen are still working on the same wages and other service conditions as made applicable to them at the time of signing last wage settlement. The present salaries and wages paid to the said workmen are very low and same does not even make both ends meet and hence the Charter of Demands dated 31-03-2011 was raised requesting the Party II to enhance their existing wages, salaries, allowances and other service conditions effective from 01-01-2011. The said Charter of Demands was not settled by Party II inspite of several requests, hence the dispute.

4. In the written statement at Exhibit 7, the Party II has stated that the Union does not represent substantial segment of workforce. The Charter of Demands has been raised without the support of substantial segment of workforce. The settlement was accepted by the absolute majority and there was no industrial dispute in existence at the time of reference. The Party II will not be able to bear the additional financial liability as the financial capacity of the company does not permit to do so. The Party I have not made out any case justifying the charter of demands and therefore the reference may be rejected.

5. The Party I filed a rejoinder denying the case put forth by Party II in the written statement.

6. In the course of further proceedings, the parties arrived at an amicable settlement and filed consent terms alongwith 'Annexure A' at Exhibit 9 whereby they claimed that the Gomantak Mazdoor Sangh (GMS) submitted a Charter of Demands dated 28-03-2011 and the Party No. I Goa Trade & Commercial Workers Union also submitted their Charter of Demands dated 31-03-2011. The Party No. II entered into a settlement dated 28-06-2011 with Gomantak Mazdoor Sangh (GMS) under Section 2(p) of the Industrial Disputes Act, 1947.

The copy of the said settlement is registered under Registration No. 35/2011 in accordance with the provisions of Industrial Disputes Act, 1947 and after the settlement was arrived at, all the workmen namely 115 which included the members of the Party No. I union, except 4 members of the Party No. I union accepted the benefits of the settlement. The Government referred to the Tribunal the justifiability and legality of the Charter of Demands dated 31-03-2011 of the Party No. I Union. The parties have thus arrived at an amicable understanding terms/consent terms.

7. The consent terms read as follows:

- a) The Party No.I agrees that the 4 workmen who are members of their Union namely, (1) Mr. Ramakant Tari, (2) Mr. Ramdas Tari, (3) Mr. Sitaram Gaude, (4) Mr. Meghshyam Adkonkar shall be extended the benefits of the settlement dated 28-06-2011.
- b) The said four workmen namely, (1) Mr. Ramakant Tari, (2) Mr. Ramdas Tari, (3) Mr. Sitaram Gaude, (4) Mr. Meghshyam Adkonkar shall accept the benefits of the same.
- c) The Party No. I agrees that in view of the above terms the Party No.I shall not pursue the present reference and further agrees for a consent award in terms of the above mentioned terms of understanding.
- d) In order to bring the dispute before this Tribunal to a logical end, the Party No. II agrees not to object to the plea of the Party No.I for an award in terms of the present consent terms.
- e) The benefits in this consent terms shall be extended to those of the workmen members of the Party No.I union, who give an acceptance letter in the Format Annexure "A".
- f) The arrears arising out of this consent terms shall be paid within 15 working days upon individual workman submitting the acceptance letter in the Format Annexure "A". The arrears payment shall be made by cheque.

8. The above consent terms are signed by both the parties as also Adv. Shri Suhaas Naik for Workmen/Party I and Adv. Shri G. K. Sardessai for Employer/Party II. I have gone through the records of the case and the above consent terms and I am convinced that the consent terms filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.



9. In view of above, I pass the following:

**ORDER**

- 1) The reference stands disposed of in view of the consent terms filed by the parties, at Exhibit 9.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-  
(Vincent D'Silva)  
Presiding Officer,  
Industrial Tribunal and  
Labour Court

State Directorate of Craftsmen Training

**Order**

No. 2/171/2016/ESR/SDCT/4136

Sanction of the Government is hereby conveyed to write-off the losses of Government items which were in the custody of Shri T. B. Gaonkar, Ex-VI (Electrician) at Government ITI-Cacora amounting to Rs. 42,000/- (Rupees forty two thousand only) in respect of missing consumable item (Wiring Boards) in terms of Rule 12(1), Annexure V of the Goa Delegation of Financial Power Rules, 2008.

By order and in the name of the Governor of Goa.

*Aleixo F. da Costa*, State Director & ex officio Joint Secretary (Craftsmen Training).

Panaji, 24th November, 2016.

**Department of Law & Judiciary**

Law (Establishment) Division

**Certificate of Practice**

No. 8-7-2014-LD(Estt)(69)/2055

In partial modification of Certificate of Practice dated 28-02-2014 issued under the provisions of Notaries Act, 1952 (Central Act 53 of 1952) and the Notaries Rules, 1956 made thereunder, Government of Goa is pleased to extend the area of practice as a Notary of Ms. Pratima Rajaram Khobrekar, to the State of Goa, under Rule 8A of the Notaries Rules, 1956, with immediate effect.

By order and in the name of the Governor of Goa.

*Diwan N. Rane*, Under Secretary (Estt.).

Porvorim, 28th November, 2016.

**Addendum**

No. 2/67/2016-LD (Estt)/2064

Read: Order No. 2/67/2016-LD (Estt)/1751 dated 26-09-2016.

"The Officers promoted on ad hoc basis to Civil Registrar-cum-Sub-Registrar vide order read at preamble are entitled for pay and allowances from the date of accepting the promotion in terms of F.R. 17".

By order and in the name of the Governor of Goa.

*Diwan N. Rane*, Under Secretary (Law Estt.).

Porvorim, 30th November, 2016.

**Department of Personnel**

**Order**

No. 15/4/2013-PER/3457

On the recommendation of Goa Services Board and approval of the Government, the Officer in the cadre of Mamlatdar/Jt. Mamlatdar/Assistant Director of Civil Supplies, Smt. Priya S. Samant @ Priya V. Kamat is hereby posted as Jt. Mamlatdar-VI, Bardez w.e.f. 21-11-2016, thereby relieving Shri Krishna Gauns, Jt. Mamlatdar-V, Bardez from the additional charge in public interest.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 23rd November, 2016.

**Order**

No. 6/2/2002-PER(Part)/3453

On the recommendations of Goa Services Board and with the approval of the Government, Smt. Pushpalata Arlekar, Chief Executive Officer, Goa Khadi & Village Industries Board, shall hold charge of the post of SLAO, Mopa Airport, with immediate effect, in addition to her duties, until further orders.

Shri Venancio Furtado, Director of Settlement & Land Records stands relieved of additional charge.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 24th November, 2016.

**Order**

No. 7/1/99-PER/3468

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/19(1)/2000/379 dated 10-11-2016, the Governor of Goa is pleased to promote Shri Vivek P. Marathe, Inspector of Factories to the post Chief Inspector of Factories & Boilers in the Inspectorate of Factories & Boilers, Altinho, Panaji-Goa, Gazetted "A" in the pay scale of Rs. 15,600-39,100+6,600/- with immediate effect.

Shri Vivek P. Marathe shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).  
Porvorim, 24th November, 2016.

**Order**

No. 13/3/2015-PER/3480

Whereas, the Government vide order No. 13/3/2015-PER/1759 dated 31-05-2016 was pleased to grant extension in service to Shri P. S. S. Bodke, State Registrar and Head of Notary Services, Panaji-Goa for a period of one year w.e.f. 01-06-2016 to 31-05-2017 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance stating that, the Minor Penalty Proceedings under the Rule 16 of the CCS (CCA) Rules, 1965 has been approved against Shri P. S. S. Bodke, State Registrar and Head of Notary Services and therefore clearance is withheld.

And whereas, the Finance Department vide its U. O. No. 1400010571 dated 27-06-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIIInd meeting held on 11-11-2016 has approved to grant ex-post facto approval for extension in service beyond superannuation to Shri P. S. S. Bodke, State Registrar and Head of Notary Services, Panaji-Goa w.e.f. 01-06-2016 to 31-05-2017.

Now, therefore, the Government is pleased to grant extension in service beyond superannuation

to Shri P. S. S. Bodke, State Registrar and Head of Notary Services, Panaji-Goa upto 31-05-2017.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).  
Porvorim, 25th November, 2016.

**Order**

No. 13/5/2016-PER/3526

Whereas, the Government vide order No. 13-3-2016-PER dated 30-06-2016 was pleased to grant extension in services to Dr. Edmundo Rodrigues, Professor and Head of Forensic Medicine, Goa Medical College & Hospital, Bambolim-Goa beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance in respect of Dr. Edmundo Rodrigues, Professor and Head of Forensic Medicine, Goa Medical College & Hospital stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Dr. Rodrigues;

And whereas, the Finance Department vide its U.O. No. 1400027637 dated 17-08-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIst meeting held on 28-10-2016 has approved to grant ex-post facto approval for extension in service to Dr. Edmundo Rodrigues, Professor and Head of Forensic Medicine, Goa Medical College & Hospital beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017.

Now, therefore, the Government is pleased to grant extension in service to Dr. Edmundo Rodrigues, Professor and Head of Forensic Medicine, Goa Medical College & Hospital beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).  
Porvorim, 25th November, 2016.

**Order**

No. 13/7/2016-PER/3527

Whereas, the Government vide order No. 13/7/2016-PER/1759 dated 29-07-2016 was pleased to grant extension in services to Shri N.P. Singnapurkar, Goa Civil Service Officer deputed as Member Secretary, Kala Academy, Panaji-Goa for a period of six months w.e.f. 01-08-2016 to 31-01-2017 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Shri Singnapurkar.

And whereas, the Finance Department vide its U.O. No. 1400027638 dated 11-08-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIst meeting held on 28-10-2016 has approved to grant ex-post facto approval for extension in service beyond superannuation to Shri N. P. Singnapurkar, Goa Civil Service Officer deputed as Member Secretary, Kala Academy, Panaji-Goa for a period of six months w.e.f. 01-08-2016 to 31-01-2017.

Now, therefore, the Government is pleased to grant extension in service beyond superannuation to Shri N.P. Singnapurkar, Goa Civil Service Officer deputed as Member Secretary, Kala Academy, Panaji-Goa for a period of six months upto 31-01-2017.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).  
Porvorim, 25th November, 2016.

**Order**

No. 13/5/2016-PER/3528

Whereas, the Government vide order No. 13/3/2016-PER dated 30-06-2016 was pleased to grant extension in services to Dr. Ajit D. Dinkar, Professor in Department of Oral Medicine & Radiology, Goa Dental College & Hospital, Bambolim-Goa beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017 subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance in respect of Dr. Ajit D. Dinkar, Professor in Department of Oral Medicine & Radiology, Goa Dental College & Hospital stating that, no Disciplinary Proceedings/Vigilance cases are pending or being contemplated against Dr. Dinkar;

And whereas, the Finance Department vide its U.O. No. 1400027637 dated 17-08-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIst meeting held on 28-10-2016 has approved to grant ex-post facto approval for extension in service to Dr. Ajit D. Dinkar, Professor in Department of Oral Medicine & Radiology, Goa Dental College & Hospital beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017.

Now, therefore, the Government is pleased to grant extension in service to Dr. Ajit D. Dinkar, Professor in Department of Oral Medicine & Radiology, Goa Dental College & Hospital beyond the date of his superannuation for the period of one year w.e.f. 01-08-2016 to 31-07-2017.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel).  
Porvorim, 25th November, 2016.

**Order**

No. 15/28/96-PER/3529

Whereas, on the recommendation of then Goa Public Service Commission, as conveyed vide its letter No. COM/I/5/42 (2)/96 dated 18-09-1996 Shri Uttam K. (Prabhakar) Pal was appointed to the post of Block Development Officer, vide order No. 15/18/96-PER dated 03-01-1997;

And whereas, after consideration of his overall performance and assessment during the probation period, Governor of Goa vide order No. 15/28/96-PER dated 08-10-2004 terminated and discharged Shri Uttam K. (Prabhakar) Pal from his services as Block Development Officer with immediate effect as provided under Rule 5(1) of CCS (Temporary Service) Rules, 1965 and further directed that Shri Uttam K. (Prabhakar) Pal shall be paid a sum equivalent to the amount of one month i.e. notice period at the same rate at which he was drawing his pay immediately before the date of the said termination order;

And whereas, the Governor of Goa having considered the fact that the services of Shri Uttam K. (Prabhakar) Pal, Block Development Officer has been terminated, resulting into his dismissal while on probation in terms of Rule 5 (1) of CCS (Temporary Service) Rules, 1965, has closed the Disciplinary Proceedings against Shri Uttam K. Pal;

And whereas, Government considering his representation dated 8-11-2004 made by Shri Pal reverted him to the post of Assistant Teacher in the Directorate of Education in view of the lien he held against the said post of Assistant Teacher before joining as B.D.O.;

And whereas, Shri Pal filed before the Hon. High Court of Bombay at Panaji, Goa Writ Petition No. 51/2008 under Articles 14, 16, 21, 226 and 311 of the Constitution of India, in the matter of termination of the Petitioner's Services, in the matter of CCS (Temporary Service) Rules, 1965;

And whereas, Hon. High Court of Bombay at Panaji Goa vide order dated 23-09-2015 quashed and set aside the said termination order No. 15/28/96-PER dated 08-10-2004 and directed the Government to appoint Shri Pal on the post of B.D.O. with further direction that Shri Pal is not entitled to claim seniority in services as well as he shall not claim the difference in the pay of BDO and the Assistant Teacher; And Government to proceed further with the disciplinary proceedings against him, if find appropriate, in accordance with law;

Now, therefore, the Governor of Goa hereby appoint Shri Uttam K. (Prabhakar) Pal to the post of Block Development Officer, Group 'B', Gazetted in the pay scale of Rs. 9,300-34,800+Grade Pay Rs. 4,600/- with immediate effect subject to the following conditions, namely:-

- (i) Shri Pal shall not be entitled to claim seniority in the services as well as he shall not claim the difference in the pay of B.D.O. and the Assistant Teacher.
- (ii) Shri Uttam K. (Prabhakar) Pal shall also be liable to disciplinary proceedings, if found appropriate by Government, in accordance with law.

By order and in the name of the Governor of Goa.

*Meghana Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 28th November, 2016.

### Order

No. 13/3/2016-PER/3532

Whereas, the Government vide order No. 13/3/2016-PER dated 30-06-2016 was pleased to grant extension in services to Dr. Santosh P. Naik, Sr. Surgeon, Directorate of Health Services, Panaji-Goa beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years in public interest subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;

And whereas, the Vigilance Department has now submitted Vigilance Clearance in respect of Dr. Santosh P. Naik, Sr. Surgeon, Directorate of Health Services stating that, no Disciplinary Proceedings/Vigilance cases are pending or against Dr. Naik;

And whereas, the Finance Department vide its U.O. No. 1400026627 dated 11-07-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIst meeting held on 28-10-2016 has approved to grant ex-post facto approval for extension in service to Dr. Santosh P. Naik, Sr. Surgeon beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years.

Now, therefore, the Government is pleased to grant extension in service to Dr. Santosh P. Naik, Sr. Surgeon beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).

Porvorim, 28th November, 2016.

### Order

No. 13/3/2016-PER/3534

Whereas, the Government vide order No. 13/3/2016-PER dated 30-06-2016 was pleased to grant extension in services to Dr. Vasco Teles, Medical Officer, Directorate of Health Services, Panaji-Goa beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years in public interest subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet;



And whereas, the Vigilance Department has now submitted Vigilance Clearance in respect of Dr. Vasco Teles, Medical Officer, Directorate of Health Services stating that, no Disciplinary Proceedings/Vigilance cases are pending or against Dr. Teles;

And whereas, the Finance Department vide its U.O. No. 1400026627 dated 11-07-2016 has submitted that, the proposal being fate accompli, may process the proposal in terms of Rule 7 (2) of Rules of Business of Government of Goa, 1991;

And whereas, the Council of Ministers in its XXXXIst meeting held on 28-10-2016 has approved to grant ex-post facto approval for extension in service to Dr. Vasco Teles, Medical Officer beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years.

Now, therefore, the Government is pleased to grant extension in service to Dr. Vasco Teles, Medical Officer beyond the date of his superannuation till the afternoon of the last day of the month in which he attains the age of sixty two years.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).

Porvorim, 28th November, 2016.

#### Order

No. 13/2/2016-PER/3530

Governor of Goa is pleased to grant extension in service to Dr. Padma Bhandare, Associate Professor in Pharmacology, Goa Medical College & Hospital, Bambolim-Goa beyond the date of her superannuation till the afternoon of the last day of the month in which she attains the age of sixty five years in public interest. This order is issued subject to vigilance clearance, concurrence of Finance Department, approval of Cabinet.

The extension is also subject to termination without assigning any reason at any time during the period of extension.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-II).

Porvorim, 30th November, 2016.

## Department of Public Health

### Order

No. 38/65/2016-I/PHD/2032

Government is pleased to accept the resignation tendered vide letter dated 13-07-2016 by Dr. Shradha A. Naik, Medical Officer, Community Health Centre, Canacona under Directorate of Health Services and she stands relieved from the post of Medical Officer w.e.f. 13-10-2016.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 25th November, 2016.

### Order

No. 5/10/2011-II/PHD (Part-III)/1529

Read:- Government Order No. 5/10/2010-II/PHD dated 03-03-2011.

Government is pleased to reconstitute an Appropriate Authority under Section 13 of Chapter 4 of the Transplantation of Human Organ Act, 1994 for the entire transplantation of any Human Organ under the said Act as follows:-

- 1) The Director of Health Services      Chairman.
- 2) The Dean, GMC      Member.
- 3) The Professor of Surgery, GMC      Member.
- 4) The Professor of Ophthalmology, GMC      Member.
- 5) The Joint Secretary (Health)      Member.

By order and in the name of the Governor of Goa.

*Smita S. Hede*, Under Secretary (Health).

Porvorim, 30th November, 2016.

## Department of Revenue

### Order

No. 3/13/2005-RD/Part/3656

In view of proposal of the Administrator of Devalayas, Quepem Taluka, the Government hereby appoints ad hoc Managing Committee under Article 45 of the Devasthan Regulation, to look after the work of Shree Dattamandir Devasthan, Quepem for a period of six months.

The ad hoc Managing Committee of above, mentioned Devasthan shall comprise of Effective Committee and Substitute Committee, as under:-

**Effective Managing Committee**

Sr. No.	Name	Post
1.	Shri Ramesh Ekwade	President
2.	Shri Krishna Shetkar	Secretary
3.	Shri Shekar Shankar Shirsat	Treasury
4.	Shri Chandresh Naik	Attorney

**Substitute Managing Committee**

Sr. No.	Name	Post
1.	Shri Kamlakant Chari	President
2.	Shri Vallabh R. Anjikhane	Secretary
3.	Shri Shamba Shetkar	Treasury
4.	Shri Prakash Ladu Shetkar	Attorney

The above said ad hoc Managing Committee of the Devasthan shall finalize the Audit Report/ /Budget, list of assests of past five years shall from 2010 to 2015 in accordance with the governing law. The ad hoc Committee shall prepare fresh catalogue/list of the Mahajan/elections roll for the purpose of election and submit report to the Administrator once in two months. Besides carrying out routine administrative activities and conducting religious ceremonies, no decision impinging on policy, shall be taken by the ad hoc Committee without the prior permission of the Government. The above process shall be completed within six months in order to conduct election for electing new committee of the said Devasthan for the triennium 2016-2019, so that the new Committee can start the functioning.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II).

Porvorim, 1st December, 2016.

**Department of Women and Child Development**

Directorate of Women and Child Development

**Notification**

No. 2-107(17)/2016/DW&CD/7836

In order to review and sanction Sponsorship and Foster Care Fund the District Sponsorship and Foster Care Approval Committee has been constituted in the State of Goa under provision of 2.3 of revised Integrated Child Protection Scheme (ICPS) guidelines consisting of the following for Care Support and Rehabilitation Services for the children.

- |   |              |
|---|--------------|
| 1. District Child Protection Officer, North/South   | Chairperson. |
| 2. Protection Officer (Non-Institutional Care), North/South   | Member.      |
| 3. Child Welfare Committee, Chairperson/Member North/South  | Member.      |
| 4. Representative of (SAA) North/South Matruchaya/ /Caritas-Goa                                     | Member.      |
| 5. Representative of voluntarily organization working in the area of Child Protection North/ /South | Member.      |

The sponsorship support will be provided to the family to enable a child to continue to remain in the family to continue his/her education thus preventing the child from becoming destitute/ /vulnerable.

The SFCAC shall meet every month to dispose off the cases, which shall not exceed three months from the date of receipt of the application.

By order and in the name of the Governor of Goa.

Smt. *Shilpa Shinde*, IAS, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 29th November, 2016.

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